UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Indian Motorcycle International, LLC, Plaintiff, v. GearLaunch Inc., and John Doe d/b/a NatureTee, Defendants.	)	Civil Action No. 16-cv-2095-WMW-SER

DECLARATION OF BARRET SUMMERLIN IN SUPPORT OF DEFENDANT GEARLAUNCH, INC.'S RULE 12(b)(2) MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION

I, Barrett Summerlin, hereby declare as follows:

1. I am the Chief of Staff and Vice President of Customer Operations for GearLaunch, Inc. ("GearLaunch").

2. I submit this Declaration in support of Defendant GearLaunch's Motion to Dismiss for Lack of Personal Jurisdiction. The matters stated in this Declaration are true to the best of my knowledge.

3. GearLaunch is a Delaware corporation, and its principal place of business is in San Francisco, California.

4. GearLaunch is not registered to do business in Minnesota.

5. GearLaunch does not have, and has never had, any offices or employees in Minnesota.

6. GearLaunch does not target any advertising specifically to Minnesota.

7. GearLaunch licenses software and related services to independent customers who want to set up their own on-line apparel stores.

8. GearLaunch has a website, located at www.gearlaunch.com, that is available to potential customers throughout the United States, including in Minnesota.

9. The GearLaunch website provides information about GearLaunch, and it also allows interested customers to "request a demo" by filling out an online form with their contact information so that a GearLaunch representative can contact them to tell them more about GearLaunch's product and services.

10. There are no items for purchase on the GearLaunch website.

11. Customers who would like to create their own online stores cannot sign up for GearLaunch's product and services on the GearLaunch website; they must first speak with a GearLaunch representative and then complete the sales process over the phone.

12. None of GearLaunch's customers is located in Minnesota.

13. The GearLaunch software product provides a platform for GearLaunch customers to set up a website that can take orders for various items of apparel. The customers independently decide which items of apparel will be sold and choose the design for each item.

14. GearLaunch assists with back-end fulfillment by contracting with third party fulfillment providers that print and ship products for users of GearLaunch software.

15. GearLaunch also provides payment processing infrastructure and customer service for the independent customer websites, including responding to email inquiries from consumers relating to their purchases and receiving returns of merchandise sold by those websites.

16. GearLaunch does not select the designs that its customers choose to upload onto the apparel and sell on the customers' own websites.

17. GearLaunch does not manufacture, print or ship any items itself.

18. GearLaunch's services for third party sellers with whom it has a contractual relationship like naturetee.com do not include advertising or marketing.

19. GearLaunch does not have a corporate affiliation with any of its customers or the third parties who print and ship the apparel.

20. GearLaunch's customers independently purchase domain names for the websites that they wish to use for their online stores. GearLaunch does not own or select the content for those websites.

21. GearLaunch's contracts with its customers include provisions where the customers agree that they will not engage in copyright or trademark infringement or any other illegal activity through their use of the GearLaunch software.

22. GearLaunch employee Michael Schell serves as the DMCA agent for the GearLaunch customers in order to ensure that any allegedly infringing content is promptly removed.

23. If GearLaunch receives a notification that an online store run by one of its customers contains content that allegedly infringes a third party trademark, GearLaunch has the capability through its software to disable the use of its software on that URL. GearLaunch's policy is to promptly remove any infringing content of which it is notified.

24. Naturetee.com is an independent customer of GearLaunch.

25. GearLaunch does not own the website www.naturetee.com, nor does it choose or create the apparel designs that are sold on that website.

26. GearLaunch has never printed or shipped any products sold on naturetee.com. GearLaunch also has not used the alleged Indian Motorcycle marks in commerce in any manner.

27. As part of its service of handling inquiries and returns from customers of naturetee.com, GearLaunch was available to respond to customer communications, some of which may have originated in Minnesota.

28. GearLaunch has never done any advertising or marketing for naturetee.com or its products, including on facebook.com.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 12 day of August, 2016

Barrett Summerlin

Barrett Summerlin